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Attorneys for
 Teichert Pipelines, Inc. and A. Teichert & Sons, Inc.
 d/b/a Teichert Aggregates

UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION

and

PACIFIC GAS AND ELECTRIC COMPANY,
 Debtors.

Case Nos.:

19-30088 (DM) – Lead Case
 19-30089 (DM)

Chapter 11 Case

**NOTICE OF CONTINUED
 PERFECTION OF MECHANICS
 LIEN PURSUANT TO 11 U.S.C. §
 546(b)(2)**

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affect both Debtors

TEICHERT PIPELINES, Inc. ("TEICHERT"), by and through its undersigned counsel, hereby gives notice of continued perfection of its mechanics lien under 11 U.S.C. § 546(b)(2), as follows:

1. TEICHERT is a corporation that has provided and delivered labor, services, equipment, and/or materials for a work of improvement located in the County of Sacramento, State of California (the "Property") and owned by PG&E Corporation and/or

1 Pacific Gas and Electric Company (collectively, the "Debtors").

2 2. Through April 8, 2019, the amount owing to TEICHERT is at least \$74,764.59,
3 exclusive of accruing interest and other charges, with additional amounts owed and accrued
4 after April 8, 2019.

5 3. Teichert properly perfected its mechanics lien under California Civil Code §§
6 8400, *et seq.* by timely recording its Mechanics Lien (Claim of Lien) in the Official Records
7 of Sacramento County, State of California, as more fully described in its Mechanics Lien, a
8 true copy of which is attached hereto as Exhibit A, on or about April 10, 2019.

9 4. Pursuant to California Civil Code § 8460, an action to enforce a lien must be
10 commenced within 90 days after recordation of the claim of lien. However, due to the
11 automatic stay set forth in 11 U.S.C. § 362, TEICHERT is precluded from filing a state court
12 action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that when applicable law
13 requires seizure of property or commencement of an action to perfect, maintain, or continue
14 the perfection of an interest in property, and the property has not been seized or an action has
15 not been commenced before the bankruptcy petition date, then the claimant shall instead give
16 notice within the time fixed by law for seizing the property or commencing an action. (See
17 11 U.S.C. § 546(b)(2); see also In re Baldwin Builders (Village Nurseries v. Gould), 232 B.R.
18 406, 410-411 (9th Cir. 1999); Village Nurseries v. Greenbaum, 101 Cal.App.4th 26, 41 (Cal.
19 Ct. App. 2002).)

20 5. Accordingly, TEICHERT hereby provides notice of its rights as a perfected
21 lienholder in the Property pursuant to California's mechanics lien law. TEICHERT is filing
22 and serving this notice to preserve, perfect, maintain, and continue the perfection of its lien
23 and its rights in the Property to comply with the requirements of California state law, 11
24 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice
25 constitutes the legal equivalent of having commenced an action to foreclose the lien in the
26 proper court. By this notice, the Debtors and other parties in interest are estopped from
27 claiming that the lawsuit to enforce TEICHERT's mechanics lien was not timely commenced
28 pursuant to applicable state law. TEICHERT intends to enforce its lien rights to the fullest

1 extent permitted by applicable law. The interests perfected, maintained, or continued by
2 11 U.S.C. § 546(b)(2) extend in and to the proceeds, products, offspring, rents, or profits of
3 the Property.

4 6. The filing of this notice shall not be construed as an admission that such filing
5 is required under the Bankruptcy Code, the California mechanics lien law, or any other
6 applicable law. In addition, TEICHERT does not make any admission of fact or law, and
7 TEICHERT asserts that its lien is senior to and effective against entities that may have
8 acquired rights or interests in the Property previously.

9 7. The filing of this notice shall not be deemed to be a waiver of TEICHERT's
10 right to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of
11 any other rights or defenses.

12 8. TEICHERT reserves all rights, including the right to amend or supplement
13 this notice.

14
15 DATED: April 26, 2019

DOWNEY BRAND LLP

16
17 By: /s/ Jamie P. Dreher
18 JAMIE P. DREHER
19 Attorney for
20 TEICHERT PIPELINES, INC. AND
21 A. TEICHERT & SONS, INC. D/B/A TEICHERT
22 AGGREGATES
23
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27
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EXHIBIT A



Sacramento County
Donna Allred, Clerk/Recorder

RECORDING REQUESTED BY
REQUESTED BY SCOTT MCELHERN
WHEN RECORDED MAIL TO

NAME DOWNEY BRAND LLP
MAILING Scott McElhern
ADDRESS 621 Capitol Mall, 18th Floor
Sacramento, CA 95814

PHONE (916) 444-1000
NUMBER

Doc # **201904101128**

4/10/2019 11:31:14 AM

BAM
Titles 1
Pages 6

Fees	\$110.00
Taxes	\$0.00
PCOR	\$0.00
Paid	\$110.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

CLAIM OF MECHANICS LIEN
(Cal. Civ. Code § 8416)

1. Teichert Pipelines, Inc. ("Claimant") claims a mechanics lien for the labor, services, equipment and/or materials described in paragraph 2, furnished for a work of improvement on that certain real property located in the City of Carmichael, County of Sacramento, State of California, and more particularly described as follows:

Gas main lines and gas service lines for the properties listed on the attached Exhibit A.

2. After deducting all just credits and offsets, the sum of \$74,764.59, plus interest accrued and accruing thereon at the maximum legal rate, is due Claimant for the following generally described labor, materials, services, and/or equipment: construction and installation of 2-inch high pressure plastic gas main, gas service replacements, service transfers, and deactivate 2-inch high pressure plastic gas main and 1-1/4-inch high pressure plastic gas main.

3. Claimant furnished the work and materials at the request of and under contract with Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

4. The name and address of the owner or reputed owner of the real property and improvements thereon is Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

5. Claimant's address is: 3500 American River Drive, Sacramento, CA 95864.

DATED: April 8, 2019

TEICHERT PIPELINES, INC.

By: 

Sean Collins, Credit Manager

VERIFICATION

I, Sean Collins, am the Credit Manager of Teichert Pipelines, Inc., and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: April 8, 2019

TEICHERT PIPELINES, INC.

By: 

Sean Collins, Credit Manager

EXHIBIT A

4700 Olive Oak Way, Carmichael, CA 95608	4921 Puma Way, Carmichael, CA 95608
4704 Olive Oak Way, Carmichael, CA 95608	4736 Olive Oak Way, Carmichael, CA 95608
4705 Olive Oak Way, Carmichael, CA 95608	4740 Olive Oak Way, Carmichael, CA 95608
4708 Olive Oak Way, Carmichael, CA 95608	4744 Olive Oak Way, Carmichael, CA 95608
4709 Olive Oak Way, Carmichael, CA 95608	4748 Olive Oak Way, Carmichael, CA 95608
4712 Olive Oak Way, Carmichael, CA 95608	4752 Olive Oak Way, Carmichael, CA 95608
4713 Olive Oak Way, Carmichael, CA 95608	4756 Olive Oak Way, Carmichael, CA 95608
4716 Olive Oak Way, Carmichael, CA 95608	4749 Olive Oak Way, Carmichael, CA 95608
4717 Olive Oak Way, Carmichael, CA 95608	4753 Olive Oak Way, Carmichael, CA 95608
4720 Olive Oak Way, Carmichael, CA 95608	4757 Olive Oak Way, Carmichael, CA 95608
4721 Olive Oak Way, Carmichael, CA 95608	4760 Olive Oak Way, Carmichael, CA 95608
4724 Olive Oak Way, Carmichael, CA 95608	4768 Olive Oak Way, Carmichael, CA 95608
4728 Olive Oak Way, Carmichael, CA 95608	4804 Olive Oak Way, Carmichael, CA 95608
4729 Olive Oak Way, Carmichael, CA 95608	4805 Olive Oak Way, Carmichael, CA 95608
4732 Olive Oak Way, Carmichael, CA 95608	4808 Olive Oak Way, Carmichael, CA 95608
4820 Thor Way, Carmichael, CA 95608	4809 Olive Oak Way, Carmichael, CA 95608
1769 Park Place Drive, Carmichael, CA 95608	4812 Olive Oak Way, Carmichael, CA 95608
1765 Park Place Drive, Carmichael, CA 95608	4813 Olive Oak Way, Carmichael, CA 95608
1761 Park Place Drive, Carmichael, CA 95608	4817 Olive Oak Way, Carmichael, CA 95608
1756 Park Place Drive, Carmichael, CA 95608	4820 Olive Oak Way, Carmichael, CA 95608
1757 Park Place Drive, Carmichael, CA 95608	4824 Arden Way, Carmichael, CA 95608
1753 Park Place Drive, Carmichael, CA 95608	1737 Park Place Drive, Carmichael, CA 95608
1749 Park Place Drive, Carmichael, CA 95608	1733 Park Place Drive, Carmichael, CA 95608
1745 Park Place Drive, Carmichael, CA 95608	1729 Park Place Drive, Carmichael, CA 95608
1741 Park Place Drive, Carmichael, CA 95608	1725 Park Place Drive, Carmichael, CA 95608
1752 Park Place Drive, Carmichael, CA 95608	1717 Park Place Drive, Carmichael, CA 95608
1748 Park Place Drive, Carmichael, CA 95608	1721 Park Place Drive, Carmichael, CA 95608
1744 Park Place Drive, Carmichael, CA 95608	1713 Park Place Drive, Carmichael, CA 95608
1740 Park Place Drive, Carmichael, CA 95608	1709 Park Place Drive, Carmichael, CA 95608
1736 Park Place Drive, Carmichael, CA 95608	1724 Park Place Drive, Carmichael, CA 95608
	1720 Park Place Drive, Carmichael, CA 95608
	4905 Puma Way, Carmichael, CA 95608
	4900 Puma Way, Carmichael, CA 95608
	4914 Puma Way, Carmichael, CA 95608

4832 Thor Way, Carmichael, CA 95608	4928 Puma Way, Carmichael, CA 95608
4836 Thor Way, Carmichael, CA 95608	4900 Olive Oak Way, Carmichael, CA 95608
4840 Thor Way, Carmichael, CA 95608	4904 Olive Oak Way, Carmichael, CA 95608
4844 Thor Way, Carmichael, CA 95608	4901 Olive Oak Way, Carmichael, CA 95608
4848 Thor Way, Carmichael, CA 95608	4905 Olive Oak Way, Carmichael, CA 95608
4852 Thor Way, Carmichael, CA 95608	4925 Puma Way, Carmichael, CA 95608
4856 Thor Way, Carmichael, CA 95608	4929 Puma Way, Carmichael, CA 95608
4857 Thor Way, Carmichael, CA 95608	
4913 Puma Way, Carmichael, CA 95608	
4909 Puma Way, Carmichael, CA 95608	
4917 Puma Way, Carmichael, CA 95608	

NOTICE OF MECHANICS LIEN CLAIM

ATTENTION!

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.clb.ca.gov.

PROOF OF SERVICE AFFIDAVIT

I, Mary Dowd declare:

On April 10, 2019, at Sacramento, California, I served the enclosed:

CLAIM OF MECHANIC'S LIEN

by enclosing true and correct copies thereof in sealed envelopes, with postage thereon fully prepaid, using one of the following described mailing methods:

- ☐ Registered Mail, Return Receipt Requested;
- ☒ Certified Mail, Return Receipt Requested;
- ☐ Express Mail; or
- ☐ Overnight delivery by an express service carrier.

The envelope was addressed as follows:

Pacific Gas & Electric Company
77 Beale Street, 32nd Floor
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed on April 10, 2019, at Sacramento, California.



Mary Dowd